

(Typed 19 July 1950 for [REDACTED] FDZ)

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 1950, effective the \_\_\_\_\_ day of \_\_\_\_\_ 1950, by and between the United States of America (hereinafter referred to as the Government), as represented by the Authorized Contracting Officer, and [REDACTED] (hereinafter referred to as the Employee).

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### R E C I T A L S

A. The Government desires the services of the Employee under circumstances requiring the Employee to provide himself with an appropriate cover for operations, and the Government desires to send the Employee overseas for intelligence operations.

B. The Employee desires as an employee of the Government to serve abroad under the supervision and control of the Government and is willing to accept the responsibility of providing himself with a suitable cover for the purposes of such employment with the Government.

ARTICLE I. Relationship of Employee to His Cover Occupation. The Employee shall undertake to provide himself with a cover occupation which is logical to his professional background and attainments, and shall outwardly conduct himself in accordance with his cover.

1. Such employment or gainful occupation must have prior approval of the Government. Employment so approved shall be the cover occupation of this agent for purposes of this contract.

2. Any cover employment or gainful occupation undertaken by the Employee is subject to termination upon instruction by the Government.

ARTICLE II. Relationship of the Employee with the Government. Although it shall outwardly appear that the individual is other than an employee of the Government, he will in fact be an employee of the Government and shall be generally governed by the regulations of the Government. The Employee shall be entitled to rights, privileges, benefits and prerogatives similar to those of a Government staff employee, where not inconsistent with the terms of this Agreement.

ARTICLE III. Salary and Allowances. The Employee is appointed at the basic salary of \_\_\_\_\_ per annum, grade GS-7. Step-increases and grade promotions will be granted generally in accordance with Government policy. In the event the salary level of the Employee's indicated grade is altered by general legislation, the salary authorized hereunder shall be altered accordingly. No other amounts in the nature of compensation or allowances for persons stationed abroad will be paid to the Employee.

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1. All amounts to be paid by the Government to the Employee will be paid to him in accordance with his written directions in a manner acceptable to the Government.

2. From the amounts actually paid by the Government, there shall be deducted the appropriate percentage (now 6%) of the total base salary prescribed in this Article or as it may subsequently be altered. This amount is to be deducted for eventual crediting to the Civil Service Retirement Fund.

3. Adjustments of Government and cover payments will be made as of 31 December of each year and on termination of this contract. The Employee will be required to report all amounts paid to him from his cover occupation in order that the appropriate adjustments may be made by the Government.

ARTICLE IV. Travel. The Employee shall be reimbursed for travel expenses of himself and members of his family, and transportation expenses of his household belongings, including one personal automobile, to post of duty overseas in amounts not to exceed those authorized by the Government travel regulations. Unless he elects to remain overseas upon termination of this contract, the expenses of return travel will also be reimbursed by the Government in the same manner. In addition, after his arrival at post of assignment overseas, he will be reimbursed in amounts authorized by Government regulations for travel expenses incurred at the request of the Government and while in temporary duty travel status related to the accomplishment of his assigned objectives and operational tasks. Any such travel expenses reimbursed by the cover organization shall reduce the travel payments due from the Government.

1. The Government will direct all travel of an operational nature and permanent changes of station. The Employee, however, will conduct this travel in accordance with the custom of his cover.

2. Advances of funds for travel expenses may be furnished the Employee in such amounts as may be approved by the Government.

3. The Employee will be advanced funds or reimbursement for operational expenses incurred in the fulfillment of this contract.

4. All expenses provided for under Paragraphs 1 and 3 this Article shall be accounted for in full by the Employee in accordance with Government regulations.

ARTICLE V. Death and Disability Benefits. The Employee shall be entitled to death and disability benefits equal to the benefits authorized under the United States Employees' Compensation Act. In addition, the Employee will be eligible to procure insurance in like amount and like manner to the insurance policies currently in force by the War Agencies Employees Protective Association. Claims by the Employee, or

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his heirs, assigns, or legal representatives under this Article will be processed by the Government in its discretion and in such manner as not to impair the past, present or future security of the Employee or the Government.

ARTICLE VI. Annual and Sick Leave. The Employee shall be entitled to annual and sick leave in the amounts authorized under Government regulations, which shall be administered without reference to the detailed forms and supporting documents required by regulations.

ARTICLE VII. Continuance of Pay and Allowances. If the Employee is determined by the Government to be absent in a status of "Missing," "Missing in Action," "Interned in a Neutral Country," "Captured by an Enemy," "Beleaguered," or "Besieged," he shall, for the period he is determined to be in any such status, be entitled to receive or to have credited to his account the same pay and allowances to which he was entitled at the beginning of such period of absence. Continuance of pay and allowances as specified above, shall be in a manner similar to that prescribed in the original provisions of the Missing Persons Act of 1942 (50 U.S.C.A. App. 1001-1015, 7 March 1942).

ARTICLE VIII. Rehabilitation. If the circumstances of the Employee become such that his employment with the Government is impaired to an extent that the employment contemplated under this contract is no longer advisable or possible through a breakdown of the security surrounding his professional cover or for other reasons, the Government may terminate this Agreement and in such event the Government will take such action as may be appropriate within the scope of the contract to replace the Employee in a comparable professional position either with the Government or in other general occupation for which the Employee is equipped. Should this be impossible, the Government will continue the salary of the Employee for a reasonable period while the Employee is endeavoring to rehabilitate himself, provided the Employee shall exercise reasonable effort to rehabilitate himself. If the security of the Employee's continued employment should be placed in jeopardy through gross negligence or willful act of the Employee, appropriate action and guarantee of rehabilitation set forth hereinabove, will be at the discretion of the Government.

ARTICLE IX. Federal Income Tax. It will be the personal responsibility of the Employee to comply with current Federal income tax laws and regulations in an appropriate manner consistent with the security of his personal circumstances. In furtherance of this responsibility, the Employee shall be required to file with the Government a copy of the original income tax form filed by him with the Bureau of Internal Revenue, U. S. Treasury.

ARTICLE X. Security. This contract contains information affecting the national defense of the United States within the meaning of the Espionage Laws, dated 25 June 1943 (18 U.S.C. 793 and 794) and other applicable rules and regulations. Its transmission or the revelation

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of its contents in any manner to an unauthorized person is prohibited by law. Violation of this Article or any security agreement signed by the Employee with the Government shall result in immediate disciplinary action, which may include suspension, separation from the Government service, and may subject the Employee to criminal prosecution under the Act of 25 June 1948.

1. The termination of this contract will not release the Employee from the provisions of any security oaths which he may be required to take by the Government.

2. The Employee shall not publish, transmit or divulge in any manner information received by him as the result of his employment by the Government under this contract without its specific written authority.

ARTICLE XI. Orders and Directives. Orders and Directives received in briefing and training shall be complied with by the Employee. No promises or commitments to the Employee of any nature whatsoever, beyond and in addition to the terms hereof, shall be binding on the Government unless and until such promise or commitment is reduced to writing and approved by an authorized official of the Government, and such writing placed with this contract, thereby becoming an amendment thereto.

ARTICLE XII. Term. The employment of the Employee hereunder shall be for such time as his services are required and appropriations are available for the functions of the Government. Employment may likewise be terminated upon six months' written notice by the Employee or upon shorter notice if, in the opinion of the Government, such termination is not prejudicial to the responsibilities of the Government. The Employee shall be considered under this Agreement as a permanent Employee of the Government.

UNITED STATES OF AMERICA

BY:

Authorized Contracting Officer

ACCEPTED:

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